CHADBOURNE & PARKE LLP
Attorneys for the Petitioner
30 Rockefeller Plaza
New York, New York 10112
(212) 408-5100
Howard Seife, Esq.
Francisco Vazquez, Esq.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	
GLOBAL GENERAL AND REINSURANCE COMPANY LIMITED	:	In a Case Under Chapter 15 of the Bankruptcy Code
	:	
Debtor in a Foreign Proceeding.	:	Case No. 11-

DECLARATION OF GERALDINE EMMA QUIRK

Geraldine Emma Quirk, pursuant to 28 U.S.C. § 1746, hereby declares under penalty of perjury as follows:

1. I am a solicitor of the High Court of Justice of England and Wales (the "High Court")[1] and have been since 1994. I am a partner with the law firm Clyde & Co., UK Counsel to GLOBAL General and Reinsurance Company Limited (the "Company"). I have been involved in advising numerous insolvent and solvent reinsurance and insurance companies on the preparation of schemes of arrangement under Part 26 of the Companies Act 2006 of Great Britain (the "Companies Act") and its predecessor, section 425 of the Companies Act 1985 of Great Britain.

[1] All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Verified Petition under Chapter 15 of the Bankruptcy Code for Recognition of a Foreign Main Proceeding, for a Permanent Injunction, and Related Relief filed in the above-captioned case (the "Verified Petition").

2. This declaration is comprised of matters that are statements of legal opinion and/or statements of fact. Where the matters stated in this declaration are statements of legal opinion, such statements represent my view of English law as a practicing lawyer. Where the matters stated in this declaration are statements of fact that are within my personal knowledge, they are true. Where the matters stated in this declaration are statements of fact that are not within my personal knowledge, they are derived from documents in the file records of the Company and/or from information supplied to me by or on behalf of the Company and are true to the best of my knowledge, information and belief.

3. I submit this declaration in support of the petition dated January 28, 2011 for recognition and relief (the "Petition") made pursuant to Chapter 15 of the United States Bankruptcy Code (the "Bankruptcy Code") by Simon Brincklow (the "Petitioner"), the duly authorized foreign representative of the proceedings pending with respect to the Company.

I. SCHEMES OF ARRANGEMENT UNDER THE COMPANIES ACT

4. A scheme of arrangement is a well-established mechanism under English law that has been used regularly for dealing equitably with the run-off of insurance companies.

5. Under the Companies Act, a scheme of arrangement is a compromise or arrangement between a company and its creditors or any class of creditors to restructure their rights and liabilities. It may be used to permit an orderly closure of all, or a portion of, a company's business. A scheme of arrangement becomes legally binding on the company and on all of the creditors to whom it applies if:

(a) a majority in number representing not less than 75% in value of each class of creditors, present and voting in person or by proxy, vote in favor of the scheme of arrangement at meetings convened for such purpose with leave of the High Court of Justice of England and Wales (the "High Court");

CPAM: 3431675.8

(b) the High Court subsequently sanctions the approved scheme of arrangement; and

(c) an office copy of the order of the High Court to that effect is delivered to the Registrar of Companies in England and Wales.

6. There are no statutorily prescribed contents for a scheme of arrangement and it is therefore a flexible mechanism. The use of schemes of arrangement enables some perceived disadvantages of formal liquidation procedures (for insolvent insurance or reinsurance companies) or of an extended run-off (for solvent insurance or reinsurance companies) to be mitigated so as to achieve expedited valuation and payment of creditors' claims and reduce the costs of managing the run-off of an insurance company's business.

7. A scheme of arrangement is a method which can be used to bind a company and its creditors to a proposed course of action for the benefit of all involved. A scheme of arrangement is roughly analogous to what I understand of a plan of reorganization under chapter 11 of the Bankruptcy Code.[2] A scheme of arrangement may be used by insurance or reinsurance companies with numerous policyholders to accelerate and conclude the run-off of certain or all of their business in a far shorter timescale than would otherwise be the case. A scheme of arrangement may contain simplified procedures for establishing and settling creditors' claims (whether in full or by way of distribution of a dividend out of remaining assets). The High Court retains exclusive jurisdiction to hear and determine any suit, action, claim, or proceeding and to settle any dispute which may arise out of any action

---

[2] For an example of an English case in which the two types of proceedings appear to have been analogous, see Barclays Bank Plc v. Homan [1993] BCLC 680 at 685 (per Hoffman J.) in which the Court stated that "[t]he administration and chapter 11 have now got to the stage where the administrators, in consultation with the examiner, are formulating a scheme which can be approved as a plan of reorganisation under chapter 11 and simultaneously as a scheme of arrangement under section 425 of the Companies Act 1985."

taken or omitted to be taken under a scheme of arrangement or in connection with the administration of a scheme.

8. Under the Companies Act, there is no requirement that the company be insolvent in order to implement a scheme of arrangement. Indeed, under the Companies Act, which governs schemes of arrangement, a company, insolvent or solvent, may close out all or a portion of its business. A scheme generally provides for the estimation valuation and payment of debt. As such, the Companies Act is an English law related to adjustment of debt. Many solvent insurers have proposed similar schemes of arrangement in England and have obtained sanction of them from the High Court. A number of these schemes of arrangement have been approved by the U.S. Bankruptcy Courts pursuant to former section 304 and new Chapter 15 of the Bankruptcy Code.[3]

---

[3] See, e.g., In re Baloise Ins. Co. Ltd., Case No. 10-15358 (JMP) (Bankr. S.D.N.Y. Dec. 9, 2010) (solvent schemes sanctioned by the High Court and recognized under Chapter 15); In re Allianz Global Corporate & Specialty (France), Case No. 10-14990 (SMB) (Bankr. S.D.N.Y. Nov. 10, 2010) (same); In re Sphere Drake Insurance Limited, Case No. 08-12832 (Bankr. S.D.N.Y. Sept. 11, 2008) (solvent scheme of arrangement of a member of insurance pool sanctioned by the High Court and recognized under Chapter 15); In re Greyfriars Ins. Co. Ltd., et al., Case Nos. 07-12934 to 07-12944 (Bankr. S.D.N.Y. Oct. 23, 2007) (solvent scheme of arrangement of certain members of an insurance pool sanctioned by the High Court and recognized under Chapter 15); In re Compagnie Europèene d'Assurances Industrielles S.A., Case No. 07-12009 (Bankr. S.D.N.Y. Sept. 26, 2007) (solvent scheme of arrangement sanctioned by the High Court and recognized under Chapter 15); In re Axa Ins. UK plc, et al., Case Nos. 07-12110 to 07-12113 (Bankr. S.D.N.Y. Aug. 15, 2007 (solvent scheme of arrangement of members of insurance pool sanctioned by the High Court and recognized under Chapter 15); In re Axion Ins. Co. Ltd., Case No. 07-12108 (Bankr. S.D.N.Y. Aug. 9, 2007); (solvent scheme of arrangement sanctioned by the High Court and recognized under Chapter 15); In re Europäische Rückversicherungs-Gesellschaft in Zürich, Case No. 06-13061 (Bankr. S.D.N.Y. Jan. 22, 2007 (same); In re Gordion Runoff (UK) Ltd., Case No. 06-11563 (Bankr. S.D.N.Y. Aug. 29, 2006) (same); In re Lion City Run-off Private Ltd., Case No. 06-10461 (Bankr. S.D.N.Y. Apr. 13, 2006) (same); In re La Mutuelle du Mans, Assuarance IARD, Case No. 05-60100 (Bankr. S.D.N.Y. Dec. 7, 2005) (same); In re Unione Italiana (UK) Reinsurance Co. Ltd., Case No. 04-17989 (Bankr. S.D.N.Y. June 8, 2005) (solvent scheme of arrangement sanctioned by the High Court and recognized under section 304); Aviation & General Ins. Co. Ltd., Case No. 04-13499 (Bankr. S.D.N.Y. Aug. 5, 2004) (same); In re Ludgate Ins. Co. Ltd., Case No. 04-10590 (Bankr. S.D.N.Y. Apr. 18, 2004) (same); 10945; In re The Nichido Fire & Marine Ins. Co. Ltd., Case No. 01-15987 (Bankr. S.D.N.Y. Feb. 13, 2002) (same).

II. THE COMPANY

9. The Company is an insurance and reinsurance company that was incorporated in England on April 16, 1940. The Company's registered office is 4 Eastcheap, London, EC3M 1AE, United Kingdom. Between 1940 and 2002, the Company, which has its principal place of business in England, wrote a wide array of insurance and reinsurance business, including property, marine, general liability, worker's compensation and motor. On October 28, 2002, the Company ceased active underwriting and went into run-off.

10. As discussed in greater detail in the Verified Petition, the Company is the subject of three other schemes of arrangement (the "Prior Schemes") that address its liabilities arising under certain lines of insurance and reinsurance business. Two of the Prior Schemes were previously recognized by this Court under Chapter 15 of the Bankruptcy Code.

11. In addition to the implementation of the Prior Schemes, the Company has been proactively managing the run-off of business that was not included within the scope of the Prior Schemes. As a result of that process, the Company has resolved a number of outstanding issues and entered into a number of commutations that have reduced the size and volatility of the Company's outstanding liabilities.

12. The majority of the Company's remaining business is made up of a reinsurance portfolio referred to as the "Mainstream Portfolio." The Mainstream Portfolio, which was underwritten between 1989 and 2002, consists of a mixture of liability and motor business with some property and marine business, which is almost exclusively reinsurance of direct insurance, with small amounts of retrocessional or whole account covers. The majority of the business consists of excess of loss covers although there is some facultative and proportional business.

13. In addition to the Mainstream Portfolio, the Company's remaining business consists of (i) reinsurance of international mining business relating to property and business

interruption risks for mining and associated companies administered by IMIU International Mining Industry Underwriters Limited, (ii) reinsurance of business written by ME Rutty Underwriting Agencies Limited or H S Weavers (Underwriting) Agencies Limited (to the extent that these are not covered by the commutations since entered into by the Company with these entities) and (iii) a small amount of direct insurance business that was not addressed by the Prior Schemes.[4]

14. I respectfully refer the Court to the Verified Petition for a full description of the history of the Company.

III. THE SCHEME

15. The Scheme is an "estimation" or "cut off" scheme. The purpose of the Scheme is to terminate the run-off of the Scheme Business and Claims by estimating the value of all Claims as of December 31, 2009 (the "Ascertainment Date") and making full and final payments to Scheme Creditors based on such valuations.

16. Under the Companies Act, a scheme of arrangement is a compromise or arrangement between a company and its creditors or any class of creditors to restructure their rights and liabilities. It may be used to permit an orderly closure of all, or a portion of, a company's business. Pursuant to the Companies Act, a scheme of arrangement can only become effective and legally binding when (i) a majority in number representing not less than 75% in value of each class of creditors present and voting in person or by proxy, vote in favor of the scheme of arrangement at a meeting or meetings specially convened with leave of the High Court; (ii) the High Court subsequently issues an order sanctioning the scheme of

[4] The Company believes that it has already commuted all contracts relating to reinsurance of business written by ME Rutty Underwriting Agencies Limited or H S Weavers (Underwriting) Agencies Limited.

arrangement; and (iii) an office copy of that order is delivered for registration to the Registrar.

17. In accordance with the Convening Order, the Company convened two separate Meetings to vote on its Scheme – one for Scheme Creditors with IBNR claims and one for Scheme Creditors with Notified Outstanding Claims. During the Meetings, the requisite majorities of each class of Scheme Creditors of the Company voted in favor of Scheme. Accordingly, the Company submitted the Scheme to the High Court for sanction. On January 28, 2011, the High Court sanctioned the Scheme.

18. The Company designed the Scheme to terminate the run-off of the Scheme Business earlier than would be the case if Claims were left to mature in the normal course, and to make distributions to Scheme Creditors in an orderly and efficient fashion. Given its financial status, the Company anticipates that all Claims (at an estimated amount) plus the Risk Transfer Premium, where applicable, (as described below) will be paid in full pursuant to the terms of their Scheme.

19. The Company recognizes that, after implementation of the Scheme, Scheme Creditors will no longer have any cover under their policies in respect of future claims. Moreover, there is a risk that any estimate of future claims will be lower than the actual amount of those claims if left to mature in the ordinary course of business. The Company has designed the Scheme to place Scheme Creditors in no worse a position than they would be in if the Company's run-off was to continue. To this end, the Company is committing to paying Claims in full (as estimated) plus a Risk Transfer Premium, except in situations where no risk or only limited risk is being passed back to the Scheme Creditor, such as where policy limits have been reached.

20. The Risk Transfer Premium consists of two parts. First, the Scheme does not generally discount future claims for the time value of money.[5] Second, the Scheme provides for the payment of an additional 4% of the undiscounted estimate of future liabilities (after deducting any Reinstatement Premium due from the Scheme Creditor) to a Scheme Creditor.[6] Under the Scheme, a Scheme Creditor would therefore receive a payment equal to (i) the amount of its Agreed Claim (i.e., the undiscounted value of all of its Claims as determined under the Scheme) plus (ii) 4% of the undiscounted estimate of future liabilities (subject to certain adjustments, such as the deduction for any Reinstatement Premium and the application of set-off, provided for in the Scheme).

21. The Scheme establishes a method by which the unliquidated Scheme Claims are to be estimated. As a consequence, the remaining unascertained liabilities of the Scheme Business will be crystallized at an earlier stage than would be possible if the run-off of the Scheme Business were to continue its normal course, which will enable Scheme Creditors to receive payment in full of the estimated value of their Claims at an earlier date than would otherwise be the case. The Petitioner, as the foreign representative of the Company, believes that the Scheme will be the quickest and most economical method of making payment on account of Claims to Scheme Creditors.

22. Pursuant to the Scheme, the Company will appoint PricewaterhouseCoopers LLP as the Scheme Adviser to provide advice to the Company to

---

[5] Where no risk or only limited risk is being passed back to the Scheme Creditor, the Scheme Creditor will not receive a Risk Transfer Premium and its Claims will be discounted to account for the time value of money.

[6] The second component of the Risk Transfer Premium has been fixed at 4%, because it equates to the Company's estimated future claims handling costs, which the Company will no longer incur after implementation of the Scheme. The 4% payment effectively permits Scheme Creditors to share in the Company's savings of claims handling costs achieved by the implementation of the Scheme.

facilitate implementation of the Scheme. In addition, the Company will appoint GLOBAL General and Reinsurance Services Limited as the Scheme Manager to manage and conduct the Company's Scheme Business and affairs as it relates to the Scheme.

23. To achieve the objectives of the Scheme (i.e., the crystallization and payment of Scheme Claims in an orderly and efficient fashion), the Scheme establishes a deadline (the "Final Claims Submission Deadline") for the submission of Claims. The Final Claims Submission Deadline is midday in England 180 days after the Scheme becomes effective, provided that if that is not a Business Day, the Final Claims Submission Deadline will be the next Business Day.

24. Within 14 days of the Effective Date, blank Claim Forms and notice of the Effective Date will be distributed to (i) all known Scheme Creditors, and (ii) brokers identified as having placed business with the Company. In addition, notice of the Effective Date and the Final Claims Submission Deadline will be published in several publications.

25. Pursuant to the Scheme, Scheme Creditors must complete their Claim Form and return it by the Final Claims Submission Deadline. As long as the completed Claim Form is received by the Final Claims Submission Deadline, the Company is required to consider the Claims asserted thereunder and either accept them or, if they were unexpectedly high, review and negotiate them. Pursuant to the Scheme, a period of up to 156 days after the Final Claims Submission Deadline is set aside for this agreement process, allowing the Company to ask for further information and evidence to support Claims, and to engage in discussions with Scheme Creditors.

26. If an agreement cannot be reached with respect to a Scheme Creditor's Claims within the time period allowed by the Scheme, then such Claims will be referred to the Independent Expert as a Disputed Claim.[7]

27. The Independent Expert will deal with Disputed Claims in an expeditious, economical and fair manner. Pursuant to the Scheme, the Independent Expert will value Disputed Claims in accordance with the Estimation Guidelines set forth in the Scheme.[8] In general, the Independent Expert will review all the information provided in respect of a Disputed Claim and may request additional information from the Scheme Creditor or the Company, or a meeting with either of them to discuss the Disputed Claim. At any time prior to the Independent Expert's valuation of the Disputed Claim, the Scheme Creditor or the Company may request a meeting with the Independent Expert for the purpose of discussing the Disputed Claim and any supporting evidence. The Independent Expert's decision will be final and binding on the Company and Scheme Creditors to the extent permitted by law.

28. Under the Scheme, an Agreed Claim generally refers to the value of a Scheme Creditors' Claim determined either by agreement or valuation by the Independent Expert.

29. In accordance with the Scheme, a Scheme Creditor's Agreed Claim will be adjusted by (i) deducting the amount of any Reinstatement Premium calculated as being due from the Scheme Creditor; (ii) applying any applicable set-off; (iii) adding the 4% uplift

---

7 Pursuant to the Scheme, George Maher of Towers Watson UK will serve as the initial Independent Expert. The Scheme provides for the appointment of an alternate Independent Expert should a conflict of interest arise in respect of any Disputed Claim referred to the Independent Expert.

8 The Estimation Guidelines are designed to assist Scheme Creditors in estimating their Claims by setting out estimation techniques that are generally accepted within the insurance market. The Independent Expert may adopt other projection techniques proposed by a Scheme Creditor where such techniques are shown to be robust and that use assumptions that can reasonably be justified by the Scheme Creditor.

component of the Risk Transfer Premium (where applicable); (iv) deducting any costs apportioned to the Scheme Creditor by the Independent Expert; and (v) deducting the amount of any applicable Security. Notice of such calculation (the "Valuation Statement") will be sent to the Scheme Creditor. The net balance, if any, in favor of the Scheme Creditor is referred to as an Ascertained Claim.

30. A Valuation Statement becomes final and binding on the Scheme Creditor unless disputed within 28 days of the Valuation Statement. In general, a Scheme Creditor may not object in relation to the amount of the Scheme Creditor's Agreed Claim, other than to point out an arithmetical error. If the Company does not agree with the objections raised by the Scheme Creditor, the dispute will be dealt with by the Independent Expert, who will determine the ultimate amount of the Ascertained Claim. The Independent Expert's determination will be binding to the extent permitted by law.

31. As soon as practicable following determination of all Ascertained Claims, the Company will review its assets and liabilities in order to assess the Company's ability to pay Ascertained Claims taking into account its Non-Scheme Liabilities. Provided the Available Distributable Amount is sufficient, all Ascertained Claims will be paid by the Company in full and final settlement of Scheme Creditors' Claims. The Company may make payment to a Scheme Creditor in respect of a Claim at any time, provided that the Company is satisfied that it will be able to pay all Ascertained Claims in full.

32. The Scheme contains long-term stay provisions enjoining Scheme Creditors from commencing or continuing actions against the Company, or its property, in any jurisdiction whatsoever, to establish the existence or amount of a Claim, except with the consent of the Company. The Scheme, however, does not prevent a Scheme Creditor from commencing proceedings against the Company if the Company has failed to perform its obligations to make a payment to the Scheme Creditor under the Scheme.

33. Relief under Chapter 15 of the Bankruptcy Code is necessary to ensure that United States Scheme Creditors will not be able to take action to their advantage and to the disadvantage of other Scheme Creditors, thereby potentially jeopardizing the Scheme.

34. The Company has Scheme Creditors located throughout the United States, including in this District. Moreover, the Company has assets consisting of, among other things, accounts and recoverables due from entities located in the United States, including in this District. Absent the relief requested, including injunctive relief, the Company, its estate and creditors could be irreparably harmed. If United States Scheme Creditors are permitted to seek their own remedies, the Company's assets could be depleted, thereby preventing a fair distribution to all creditors. In addition, those creditors could gain an advantage over others, and there would be no orderly and uniform administration of the Scheme Business and the assets of, and claims against, the Company in one central forum.

IV. THE SCHEME PROCESS

35. Scheme Creditors were first notified of the proposed Scheme by a letter dated August 13, 2010 (the "Practice Statement Letter") in accordance with the Vice Chancellor's Practice Statement (Companies: Schemes of Arrangement) (dated April 15, 2002). The Practice Statement Letter provided notice that the Company was in the process of proposing the Scheme and that it had concluded that separate meetings of two different classes of Scheme Creditors should be convened. The Practice Statement Letter refers the reader to the Scheme Companies' website, www.globalre.uk.com/mainstreamscheme (the "Website"). The Company has posted and maintained updated information on the run-off of the Scheme Business, including drafts of the Scheme, on the Website.

36. By application dated October 14, 2010, the Company requested, pursuant to Part 26 of the Companies Act, leave from the High Court to convene meetings of Scheme Creditors for the purpose of considering, and if thought fit, approving, with or without

modification, the Scheme (the "Meetings"). By Order dated October 21, 2010 (the "Convening Order"), a copy of which is annexed to the Verified Petition as Exhibit "B," the High Court granted leave to convene the Meetings.

37. In accordance with the Convening Order, a covering letter (the "Covering Letter") dated October 22, 2010 was sent to Scheme Creditors enclosing the following documents:

(a) a copy of the "short form" Explanatory Statement required to be provided pursuant to section 897 of the Companies Act, and the appendices and schedules thereto, which, among other things, include a summary of the Scheme and a description of the process to review and value votes;

(b) a paper copy of the notice convening the Meetings (the "Notice");

(c) a map showing the location of the Meetings; and

(d) voting and proxy forms for use at the Meetings.

The Covering Letter referred Scheme Creditors to the Website from which copies of the Scheme could be downloaded. Scheme Creditors were also made aware that they could request hard copies of the Scheme from the Scheme Companies.

38. The Covering Letter and enclosures were sent on October 22, 2010 by pre-paid first class mail or airmail (as appropriate) addressed to (i) each person or entity of which the Company was aware and which it believed was or might be a Scheme Creditor or an adviser to a Scheme Creditor, and for which the Company had a last known contact address; and (ii) to those existing London market brokers believed by the Company to have placed business with or on behalf of the Company.

39. Notice of the Meetings (the "Advertisement") was published in several national, international and trade publications, namely the Financial Times, Insurance Day, and Mining Journal (an on-line trade journal) magazine at least 56 clear days before the day appointed for the Meetings, in accordance with the Convening Order. In addition, copies of

all of the documents accompanying the Covering Letter (other than the map showing the location of the Meetings) were made available on the Website.

40. The Meetings with respect to the Scheme were convened on December 17, 2010 in the City of London at the offices of Clyde & Co. LLP, 51 Eastcheap, London, EC3M 1JP.

41. In accordance with the Convening Order, the Company convened two separate Meetings, one comprised of Creditors with Notified Outstanding Claims, and one of Creditors with IBNR Claims, to consider the Scheme.

42. The Scheme was approved by the requisite majorities of Scheme Creditors at the Meetings. Therefore, the Company petitioned the High Court for an order sanctioning the Scheme. By order dated January 28, 2011, a copy of which is attached to the Verified Petition as Exhibit "C," the High Court sanctioned the Scheme.

43. The High Court has discretion to sanction a scheme of arrangement if it considers that it is proper and fair in all circumstances. In summary, the High Court must be satisfied:

(a) that the classes of scheme creditors have been properly constituted;

(b) that the meetings of scheme creditors to consider and vote on the scheme of arrangement were held in accordance with the High Court's order granting leave to convene such meetings;[9]

(c) that the scheme of arrangement has been properly explained to scheme creditors so that they have been able to exercise an informed vote with respect to the scheme of arrangement;

(d) that a simple majority in number representing three-quarters in value of those present and voting in person or by proxy of

---

9 The High Court retains discretion to waive any immaterial departure from the directions as provided in the Convening Order.

each class of scheme creditors has voted in favour of the scheme of arrangement; and

(e) that the scheme of arrangement should be sanctioned. This latter element requires the High Court to consider whether the scheme of arrangement is such that an intelligent and honest man, who is a member of the relevant class and acting in respect of his interest, might reasonably approve it.

Provided the High Court is satisfied that the foregoing five requirements have been met, the High Court will generally sanction a scheme of arrangement.

44. The Scheme will become effective for all purposes upon the delivery of an office copy of the Sanction Order to the Registrar of Companies of England and Wales, which is expected to take place on January 28, 2011.

V. THE CHAPTER 15 CASE

45. Under the auspices of the High Court and with the ancillary assistance of this Court, the ultimate goal of the Petitioner and the Company is to implement the Scheme and conclude the run-off of the Scheme Business, sooner than would be the case if the Scheme Business remained in run-off.

46. The Company appointed the Scheme Manager to administer the run-off of the Scheme Business and the Petitioner is involved in the day-to-day management of that run-off. Furthermore, the Company appointed the Petitioner to act as its foreign representative for the purpose of commencing cases and seeking relief under Chapter 15 of the Bankruptcy Code. Indeed, the Convening Order provides, in pertinent part, that the Petitioner "has duly been appointed as and is the foreign representative of the pending proceedings concerning the Scheme for the purpose of filing a petition for the recognition of the Scheme and seeking additional relief with the United States Bankruptcy Court under Chapter 15 of the United States Bankruptcy Code."

47. The relief requested by the Petitioner under Chapter 15 of the Bankruptcy Code is necessary to give effect to the Scheme in the United States and will best assure an economical, expeditious and fair and efficient administration of the Scheme that protects the interests of its Scheme Creditors and other interested entities, including the Company.

48. The relief sought is consistent with principles of comity and will reasonably assure the just treatment of the Scheme Creditors. Moreover, Scheme Creditors in the United States will not be prejudiced or unduly inconvenienced in the processing of Scheme Claims under the Scheme. Instead, they will be treated like other similarly situated Scheme Creditors. The relief sought by the Petitioner will ensure that the Scheme Business will continue to be run-off in a unified manner and that Scheme Claims will be processed in an orderly and equitable manner and that the interest of the Scheme Creditors and other interested entities, including the Company, are sufficiently protected.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 28th day of January 2011.

Geraldine Emma Quirk